

ST Ives Town FC Letting Policy and forms

Introduction

Definition of a Letting

A letting is defined for the purposes of this Policy as "a non-exclusive licence use of the premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

A letting must not interfere with the primary activity of the Club, which main activity is to ensure that Football Matches are not interrupted and also provide a high standard of education for all its Academy Pupils..

Charges for a Letting

The Board is responsible for setting charges for the letting of the premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, Current charges will be provided in advance of any letting being agreed.

The Administrative Process

Organisations seeking to hire the premises should approach the office who will direct the enquirer to the designated member of staff; the designated staff member will identify the requirements and clarify the facilities available. An initial Request Form LET01 should be completed at this stage of the enquiry (a copy of which is attached to this model policy).

The Club has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a Hire agreement will be drafted for approval and must be signed and agreed by both parties setting out the full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges and payment shall be made in advance.

The hirer must be a named individual and the agreement must be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the club, will be paid into the clubs individual bank account, in order to offset the costs of services, staffing etc.

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting. On acceptance of the application of letting/hire a non-returnable deposit of £50.00 is immediately payable, one week prior to the letting taking place the final balance is due for payment. It will be assumed that in the event of nonpayment of the initial deposit or balance due that the hirer no longer wishes to proceed.

Sports coaches must follow the FA guidelines for working with young adults.

Terms and Conditions for the hire of the Premises

i. Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

ii. Behavior

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

iii. Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and – where applicable - the Hirer must adhere to the correct adult/child ratios at all times.

iv. Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. It is the hires responsibility to carry out a risk assessment of the premises prior to commencement of the hire agreement comes into force.

v. Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the club fabric, are permitted.

In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

vi. **Electrical Equipment**

Any electrical equipment brought by the Hirer onto the club site MUST be PAT tested prior and have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

vii. Car Parking Facilities

Subject to availability and agreement, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given.

viii. Toilet Facilities

Access to toilet facilities is included as part of the hire arrangements.

ix. First Aid Facilities

There is no legal requirement for the club to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings

x. Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Board, in line with current food hygiene regulations.

xi. **Litter**

All litter must be placed in the bins provided.

Intoxicating Liquor

xii. No intoxicants shall be brought on to or consumed on the premises.

xiii. Smoking

The whole of the premises is a non-smoking area, and smoking is not permitted inside the building.

xiv. Sub-letting

The Hirer shall not sub-let the premises to another person.

xv. Charges

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

xvi. Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Board on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given.

xvii. Security

The Board will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Board.

xviii. Right of Access

The Board reserves the right of access to the premises during any letting and Board members may monitor activities from time to time.

xix. Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

xx. Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the Club by the nearest exit and assemble on:-

- The car park at One Leisure
- Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Let02

SCALE OF CHARGES							
Room Hire	Commercial £/hour	Private Party Hire £/hour	Community £/hour				
Small Room	15.00	15.00	10.00				
Large Hall	35.00	30.00	25.00				
Small Gym or Hall	25.00		20.00				
Small Grass area to side of Clubhouse	15.00	15.00	10.00				
Main Pitch *	50.00	50.00	40.00				
Kitchen area	15.00	15.00	10.00				
	One off bookings – initial £50.00 deposit to be paid on booking and full payment of the remaining balance to be received 7 days prior to booking date. Regular bookings for ten weeks or more will be invoiced at regular Intervals throughout the term of the let.						

^{*}Main pitch by Prior arrangement only, please note that use of the pitch will not be permitted in football season and 1 month before and after the season starts and finishes

Definitions

Commercial includes commercial businesses, profit making ventures, private functions and commercial fundraising events.

Charitable/Community includes registered charities or community activities. These lettings cannot be organised to generate a profit.

Private Includes party hire /individual hire

PAYMENT

For a one off hire payment in full will be required on booking. Regular users (who book blocks of 10 weeks or more) will be invoiced once per month.

INITIAL REQUEST FORM

			Fori	m: Let01				
Name of Applicant:			Address of Applicant:		Telephone contact details:			
					1			
Letting of the following areas and date								
Area	Preferred Da	ate	2 ⁿ	d preferred date	3 rd preferred date			
Large Hall								
Small Hall								
Outside play								
area								
Kitchen								
Pitch								
Start Time: (please a	Illow time for your		ration and cl	Finish Time: learing up – normally 1 hou				
Details of any Ele		ient	to be					
brought onto pre Maximum number								
Age range of gue	_							
Number of Super								
Relevant Qualific		visin	σ					
adults	ation of super	V13111	ь					
The Hirer confirn Conditions for fu	_	emer	nts are in	place with referenc	e to First Aid (see Terms and			
I confirm that I a correct.	m over 18 yea	rs of	age, and	that the information	n provided on this form is			
Signed:	Please print name							
Date:								